

10.3.1.1

**BUNKER LIMITED PARTNERSHIP**

135 East Cameron Avenue

Kellogg, ID 83837-2353

Tel: 208-783-1200

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**FAX TRANSMITTAL**TOTAL PAGES INCLUDING THIS ONE 4DATE: 12-2-94TO: Sean Sheldrake  
EPA - SeattleFROM: Frank Breidt

IF TRANSMISSION IS NOT RECEIVED IN GOOD ORDER PLEASE CALL  
US AT (208) 783-1200.

FYI PLZ. FAX TO JOAN STOUPE,  
CH2M HILL

462-5957

Joan -

RUST seems to be suggesting  
That we misled them in some way.  
I'm thinking we'll want to rebut this  
letter.

Thoughts?

- Sean

USEPA SF



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10.03.01.01

# **RUST REMEDIAL SERVICES INC.**

1120 Andover Park East  
Tukwila, WA 98188  
Tel: (206) 575-3930  
FAX: (206) 575-4548

December 2, 1994

Mr. Frank Breidt  
Bunker Limited Partnership  
135 East Cameron Avenue  
Kellogg, Idaho 83837

Re: Bunker Hill Mine Operations Area  
Remedial Action  
Unidentified Asbestos

Dear Mr. Breidt:

This information is presented to assist Bunker Limited Partnership in the evaluation of a contract adjustment. This adjustment is regarding the previously unidentified (or incorrectly identified) asbestos which has been identified during the project asbestos abatement work.

The following will describe the additional resources and estimated cost required to complete the abatement of the additional asbestos found in the Concentrator roofing and the Powerhouse structure. Asbestos defined in this letter constitutes the majority of the additional asbestos found to date. The corresponding data for the additional asbestos in these buildings is shown in the additional sampling which was transmitted to you on November 18, 1994.

## **CONCENTRATOR ROOF**

The original scope of work for the Concentrator roof was to remove large sections of silver painted metal roofing (ACM), the felt pad / tar paper roofing (3 layers non-ACM), and remove the transite panels (ACM). All ACM was then to be wrapped in bundles, transported, and disposed of at the West Canyon Disposal Area. The non-ACM was to be handled with the demolition debris. This work was in reference to the contract documents, including Addendum No.1.

We believe that the scope of work has changed due to felt pad roofing material, which is now determined to be asbestos containing. The analytical data results, identified in the additional sampling report, show this roofing material to contain 35-45% asbestos. This roofing material had previously been identified in Table 1 of Addendum No. 1 to the contract documents provided by CH<sub>2</sub>M Hill. The previous sampling found this roofing material to contain less than 1% asbestos.

The current abatement procedures require the removal of single sheets of metal, cutting out the roofing felt and placing into poly bags, (there will be approximately 100 square feet of roofing felt in each bag due to weight and edging), hand carrying the bags to roof egress, and lowering the bags into a lined disposal truck. Disposal at the landfill will require spray sealing of the bundles with soil cement and covering with 6" of slag at the completion of layering at the disposal site. Approximately 1,500 bags will be used to dispose of roofing felts as ACM. This quantity of bags requires a minimum of seven disposal runs, plus additional covering at the disposal site. The estimated additional cost for the Concentrator roof abatement will be **\$115,000.**



Mr. Frank Breidt  
Bunker Limited Partnership  
Additional Asbestos  
December 2, 1994  
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## POWERHOUSE

The original abatement required at the Powerhouse structure, as described in the contract documents, was limited to tar paper on the roof main Powerhouse building. This material was accessed and abated using manlifts, ladders, and from the roof structure itself.

The additional sampling analytical results for the previously unidentified material on the lean-to roof were positive for asbestos. In addition, roofing material (mastic and metal) with silver paint which had been identified as containing less than 1% asbestos according to sample results provided by CH<sub>2</sub>M Hill, was found to contain up to 20% asbestos. The silver paint is found on a majority of the roofing material. To remove the additional ACM roofing material, manlifts and boom trucks will be used since the roofs are determined unsafe for the workers to occupy. To remove the metal painted pieces from the debris pile, a crane and clamshell bucket will be used. This will also recover any salvageable or recyclable material from the debris, and move materials to recover any ACM which has been buried. The estimated additional cost for the Powerhouse abatement will be \$66,000.

## SCHEDULE

The additional work required to accomplish this task will increase the project duration by approximately five weeks, as shown on the project schedule (previously submitted to you on 11/18/94) dated 11/17/94. The additional work on the concentrator roof will be adversely affected by the oncoming weather (i.e. freezing temperatures and snowfall), therefore a timely resolution of this issue is required. In order to complete the current scope of work on schedule, Rust requests that BLP provide authorization to continue with the additional abatement by Tuesday December 6, 1994.

I trust the above explanation will assist Bunker Limited Partnership in evaluating this contract adjustment. If you have any questions or further clarification is required, please contact me at the project office (208) 784-3601.

Respectfully,

A handwritten signature in black ink, appearing to read "Chris Zepernick", is written over a large, stylized, handwritten "Z" or "S" shape.

Chris Zepernick  
Rust Remedial Services, Inc.  
Project Manager

cc: A. Ochabauer, RRS  
Project File 22119 - jc1064



**BUNKER  
LIMITED  
PARTNERSHIP**

135 E. Cameron Avenue, Kellogg, Idaho 83837-2353

(208) 783-1200  
FAX: (208) 783-2301

**FAX MESSAGE**

**TOTAL PAGES INCLUDING THIS ONE 1**

**DATE:** December 2, 1994  
**TO:** Chris Zepernick  
Project Manager  
RUST REMEDIAL SERVICES, INC.  
**FROM:** Frank J. Breidt  
**RE:** MOA Remediation

Your letter of December 2, 1994 presumes that there has been a change in the scope of work requiring an adjustment to the contract price. Bunker Limited Partnership does not necessarily agree with this assessment. Additional delays in completing this project are not acceptable. Your attention is specifically drawn to Paragraph 6.29 of the General Conditions of the Construction Contract.

Bunker Limited Partnership has not had the opportunity to completely review information you have supplied. Some initial comments:

- Your "smash and trash" approach to the demolition of the power house contributed to the current situation.
- A credit is due BLP for the deletion of the rock house from the project.
- The presence of higher than expected asbestos does not in and of itself constitute a change in scope of work.

Your attention is directed to the Invitation to Bid and to Paragraph 6.4 and Paragraph 6.7 of the Instructions to Bidders.

I will be available Monday, December 5, to further discuss this situation with you. BLP expects the work to continue as currently scheduled while this situation is under discussion, including abatement of all asbestos containing materials.

